

In the High Court for the States of Punjab and Haryana, at Chandigarh.

R.S.A.No.339 of 2007 (O&M)
Decided on February 01,2007

Bakhshish Singh and others ---Appellants

vs.

Parkash ---- Respondent

Present: Mr. C.L.Verma, Advocate,for the appellants.

Pritam Pal,J:(Oral)

This appeal by plaintiffs/appellants,(hereinafter referred to as the 'plaintiffs'), is directed against the judgments and decrees dated October 04,2005, passed by Civil Judge (Senior Division), and September 26,2006, by learned Additional District Judge, Nawanshahr,whereby their suit for possession by way of specific performance of an agreement to sell in respect of the disputed piece of land as mentioned in the head note of the plaint, was dismissed. Thereafter, the appeal filed by the plaintiffs also met with the same fate. This is how feeling aggrieved, the plaintiffs have come up in this appeal.

The only point of argument raised by learned counsel for the plaintiffs is that here in the instant case, an agreement to sell and receipt dated September 29,1997, have been duly proved, but still the Courts below have dismissed the claim of the plaintiffs. In support of his this contention, he has relied upon Durlabh singh v. Nahar Singh & another 1991 Civil Court Cases 693 (P&H).

After hearing the learned counsel for the plaintiffs and going through the observations made by His Lordship in the above cited case, I

do not find any perversity in the findings returned on crucial issues framed in this case inasmuch as here in the instant case, stand of the respondent/defendant (hereinafter referred to as 'the defendant') from the very beginning was that his signatures on the agreement and receipt were obtained under duress and by playing fraud upon him. Both the Courts below also held that earlier also, the plaintiffs had filed a similar suit for specific performance of the agreement in respect of the suit property, that too was dismissed and ultimately, that decision had attained finality. Before the Courts below, there has been a constant stand of the defendant that the alleged agreement to sell is an outcome of fraud played by the plaintiffs. In this view of the matter, no benefit can be derived by the plaintiffs from the observations made by His Lordships in the aforesaid cited ruling. Concurrent findings arrived at by both the Courts below are neither perverse nor unreasonable. Moreover, learned counsel for the plaintiffs also could not make out any substantial question of law for consideration in this appeal. Hence, this appeal is hereby dismissed in *limine*.

February 01,2007
RR

(Pritam Pal)
Judge